

## EST AT TURTLE CREEK (ALL)

### RESTRICTIONS

Volume 196, Page 777, Deed Records of Kerr County, Texas; Volume 6, Page 241, Plat Records of Kerr County, Texas; Volume 799, Page 675, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

### OTHER EXCEPTIONS

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real, Sr., et ux, to Felix R. Real, Jr., et ux, dated February 3, 1964, recorded in Volume 117, Page 414, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument. (AS PER LOTS 1, 2, & 3 OF SECTION ONE ONLY)
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from ENERGY/LAND, INC., a Texas corporation, to Arthur Z. Mann, Mary T. Mann and Joseph A. Mann, dated July 29, 1989, recorded in Volume 517, Page 556, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Minerals conveyed by Grantor, as described in Mineral Deed from Southern Investments, Inc., a Texas Corporation to Texas Note Traders, Inc., a Texas Corporation, dated February 9, 1995, recorded in Volume 785, Page 773, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- Easements as per the Plat recorded in Volume 6, Page {PR,"insert page number of appropriate plat",IN1,1}, Plat Records of Kerr County, Texas.
- Easements and Building Setback Lines as per the Restrictions recorded in Volume 799, Page 675, Real Property Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

772560

KERR COUNTRY LAND, INC.  
P. O. Box 1589  
Kerrville, Texas 78028

VOL 196 PAGE 777

THE STATE OF TEXAS §

COUNTY OF KERR §

CONTRACT FOR DEED

THIS AGREEMENT, made and entered into this the 31st day of January, A. D. 1977, by and between KERR COUNTRY LAND, INC., hereinafter called Seller and ARTHUR Z. MANN, MARY T. MANN and JOSEPH A. MANN of Hunt Star Route Box 223 B, Ingram, Kerr County, Texas 78025, hereinafter called Purchaser.

W I T N E S S E T H :

That Seller, by these presents, has contracted to sell to Purchaser on the terms and conditions hereinafter set forth, the following described tract of land, see attached plat, being 146.1 acres of land in Kerr County, Texas.

This land is to be surveyed at Seller's expense and the field notes shall then become a part of this contract and shall be attached hereto.

The cash price of the above described property is \$175,000.00 for said tract of land payable as follows: \$10,000.00 down, the receipt of which is hereby acknowledged, and there shall remain an unpaid principal balance of \$165,000.00 on said cash price. Purchaser agrees to pay said unpaid principal balance at the rate of \$1,380.13 per month, on the 10th day of each month which shall include 8% interest, at offices of Seller, P. O. Box 1589, Kerrville, Texas 78028, the first payment being due and payable on the 10th day of March, 1977. All checks and remittances shall be made payable to Kerr Country Land, Inc.

The monthly payments, as shown above will be for 180 consecutive months, then the remaining unpaid principal balance will become due and payable. If the total acreage is less than the above, the purchase price and monthly payments shall be amended down on the basis of \$1,200.00 per acre for the actual acreage.

Upon completion of said payments in full, Seller will issue or cause to be issued to Purchaser a General Warranty Deed conveying said property, free and clear of all liens or encumbrances, except as stated herein. It is expressly agreed that all ad valorem taxes prior to the date hereof are the obligation of the Seller and that all ad valorem taxes from the date hereof shall be the obligation of the Purchaser. All such taxes shall be paid by Purchaser by direct payment to taxing authorities. Should such taxes become due and payable and remain unpaid, Purchaser hereby authorizes Seller to deduct from payments made by Purchaser a sum equal to such taxes and pay such taxes to proper taxing authorities. Any sums so deducted for taxes shall not be credited to the payment of the balance due on the purchase price, principal or interest, as above provided, but shall be applied to Purchaser's contractual obligation to pay such taxes on said property pursuant to this contract.

Purchaser expressly takes said land subject to such easements as shown of record, existing, or indicated on plat. Title policy will be furnished if Purchaser desires at Seller's expense. In the event Purchaser fails or refuses to make payments as above provided, including principal, interest, and/or taxes, the entire remaining balance due on this contract shall become immediately due and payable to Seller, and this contract may, at the option of the Seller, be cancelled and the amount paid retained as liquidated damages for breach of this contract. Forfeiture under this covenant shall take place in compliance with Article 1301B, Vernon's Annotated Texas Statutes. Seller shall never be held to have waived any default by accepting late payments or granting extensions to Buyer.

Purchaser has identified and is satisfied as to the location of the above described tract of land. The Seller will not be responsible for any statements made by its agents not contained herein, and this contract shall not be binding on Seller until same has been confirmed by an officer of Seller, and is not transferable or assignable by Purchaser without the consent of Seller written hereon. One-half of the royalty (1/2 of 1/8) non-participating is retained by present and former owners. This tract of land is restricted for residential purposes only.

Should Purchaser desire to acquire title to one or more tracts of land, consisting of five (5) or more acres, during the term of this Contract for Deed, then Purchaser may request of Seller a deed for such tract or tracts of land and Seller agrees to execute deeds to one or more tract of land consisting of not less than five (5) acres per tract upon the following terms and conditions:

1. Purchaser upon such request at his own cost and expense shall furnish field notes, prepared by a Public Land Surveyor, together with a plat of the same to Seller.
2. Purchaser shall pay all costs of preparation of the deed to the tract of land desired to be released, including all costs of survey, recording fees and attorney's fees.
3. To receive a deed from Seller on each tract of land which Purchaser desires to obtain title to, the Purchaser shall pay to Seller the sum of \$1,500.00 per acre or proportionate part of each acre thereof, which said sum of \$1,500.00 should be paid in cash upon delivery of said deed.
4. All payments to obtain deeds to a tract or tracts of land shall be applied to the last payment falling due under this Contract for Deed.
5. All tracts of land desired to be conveyed shall be reasonable in configuration and shall be so located as not to impair Seller's access to the remaining lands under the Contract for Deed should it ever become necessary for Seller to cancel this Contract for Deed by reason of Purchaser's default in making payments as hereinabove provided.

Seller reserves the right to deed this property at any time they so desire and Purchaser agrees to execute a note and deed of trust with the same terms and conditions for the remaining balance owed on the property on the date it is deeded.

This contract may be paid in part or in full at any time without penalty to Purchaser.

WITNESS our hands this 31st day of January, A. D. 1977.

KERR COUNTRY LAND, INC.

By Gordon H. Monrop, Sec.  
Gordon H. Monrop  
Secretary

Arthur Z. Mann  
Arthur Z. Mann, Purchaser

FILED FOR RECORD

at 12:45 o'clock P.M.

MAY 16 1977

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
Deputy

Mary T. Mann  
Mary T. Mann, Purchaser

Joseph A. Mann  
Joseph A. Mann, Purchaser

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF KERR

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared GORDON H. MONROP, SECRETARY  
OF KERR COUNTRY LAND, INC

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of February, A.D. 1977

Notary Public, Kerr County, Texas

My Commission Expires June 1, 1977.

MARTIN Stationery Co., Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF KERR

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared ARTHUR Z. MANN,  
MARY T. MANN, AND JOSEPH A. MANN

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of February, A.D. 1977

Notary Public, Kerr County, Texas

My Commission Expires June 1, 1977.

MARTIN Stationery Co., Dallas

SPECIAL ADDENDUM IF CONTRACT FOR DEED  
IS TO BE FILED FOR RECORD

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1. Recording of Contract for Deed Possibly Could Create Cloud On Title. It is understood that in the event the above and foregoing attached Contract for Deed is filed for record in the office of the County Clerk of the said County where the land therein described is located that a possible cloud would be created upon Seller's title to such tract or parcel of land in so far as Purchaser's claim under such Contract for Deed is concerned even though Purchaser should default under said Contract for Deed because Seller acting alone has no effective way of releasing the same of record.

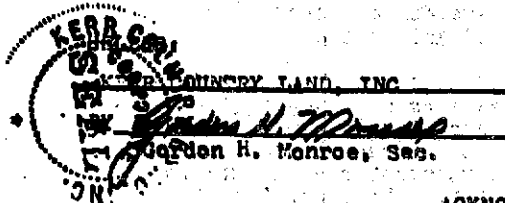
2. Condition to Recording. Seller is willing to permit the Contract for Deed to be filed for record only on the condition however that the parties agree upon a procedure to remove such cloud on Seller's title to said tract as aforesaid in the event that Purchaser should default in the Contract for Deed.

3. Purchaser's Default For a Period of 90 Days Permits Seller to File Affidavit of Record. As part of the consideration to Seller for executing the Contract for Deed and this Addendum, Purchaser expressly agrees that in the event of Purchaser's default in the payment of any of the monies provided for in said Contract for Deed or default in any of the other terms and conditions of said Contract for Deed to be done or performed by Purchaser, then and in that event Seller may prepare an affidavit of such default on Purchaser's part and Seller shall have the right to file the same of record in the office of the County Clerk where said Contract for Deed is filed.

4. Legal Effect of Recording Affidavit of Default. Immediately upon filing of such affidavit of default, Purchaser's rights under said Contract for Deed shall be deemed terminated, extinguished, void and of no further force and effect whatsoever and Purchaser's rights under said Contract for Deed deemed removed of record and released of record to the same extent and as fully as if Purchaser had executed a release of such Contract for Deed. The filing of such affidavit of default shall have the effect of removing any cloud upon Seller's title to such tract of land caused by recording said Contract for Deed.

5. No Further Notice to Purchaser Required. Purchaser acknowledges that purchaser has notice of the time when the payments are to be made and that no further notice to purchaser shall be required in the event of Purchaser's default before the affidavit provided for herein shall be filed of record.

WITNESS our hands this 1st day of February, 1977.



Arthur Z. Mann  
Purchaser Arthur Z. Mann

Mary T. Mann  
Purchaser Mary T. Mann

ACKNOWLEDGEMENT Joseph A. Mann  
Joseph A. Mann

THE STATE OF TEXAS    I  
COUNTY OF KERR        I

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared ARTHUR Z. MANN, MARY T. MANN AND JOSEPH A. MANN

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of February A.D., 1977.

Bertie McDaniel  
Notary Public, Kerr County, Texas.  
My Commission Expires June 1, 1977.



TRUTH IN LENDING ACT  
CREDIT SALE DISCLOSURE

1. <u>175,000.00</u>	Cash Price
2. <u>10,000.00</u>	Cash Down Payment
3. _____	
4. _____	
5. <u>165,000.00</u>	Unpaid Balance on Cash Price
6. <u>152,451.35</u>	(Amount Financed)
7. <u>327,451.35</u>	Finance Charge
8. <u>8</u>	Total of all Payments
	(Cash Price plus Interest)
	ANNUAL PERCENTAGE RATE

*Arthur Z. Mann*  
*Mary T. Mann*  
*Joseph A. Mann*

TELEPHONE  
76121 257-4871  
1512 257-7074

809 HUNLESS AVE.

**DOMINGUES ENGINEERING & SURVEYING**

CONSULTING ENGINEERS & REGISTERED PUBLIC SURVEYORS

RURAL AND CITY SURVEYING

SUBDIVISION PLANNING AND SURVEYING

P. O. BOX 70 • KERRVILLE, TEXAS 78028

LUIS DOMINGUES  
RES 257-7074

CHARLES DOMINGUES  
RES 886-1688

G.E. Lehmann & Gordon H. Monroe February 18, 1977 Job No. 1520  
P.O. Box 1589  
Kerrville, Texas 78028

Field notes for 146.15 acres of land adjacent to West Creek Hills, Section One.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 146.15 acres of land being approximately 59.06 acres out of Original Survey No. 1133, C.C.S.D. & R.G.N.G.R.R. Co., Abstract No. 508, approximately 6.82 acres out of Original Survey No. 399, John Bloom, Abstract No. 31, approximately 79.09 acres out of Original Survey No. 398, Augustus Cameron, Abstract No. 99, 1.13 acres out of Original Survey No. 1907, August Burow, Abstract No. 1157, and approximately 0.05 acre out of S.F. 13000, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake in the North line of Texas FM Highway No. 2771, the East corner of West Creek Hills, Section One, plat dated August 22, 1973, of record in Volume 3 at Page 150 of the Plat Records of Kerr County, Texas, the East corner of Tract 22 of said West Creek Hills, Section One, for the South corner of subject tract;

THENCE with the NE line of said West Creek Hills, Section One, N.37°18'W. 840.04 feet to an iron stake in cul-de-sac of Cherry Ridge Road;

THENCE with curve of said cul-de-sac, in an Easterly to Northerly to Northwesterly direction around said curve, having a central angle of 100°00', a radius of 50 feet, a long chord bears N.07°18'W. 100.00, for a distance around said curve of 111.14 feet, to an iron stake in the NE line of said Cherry Ridge Road;

THENCE with the NE line of said Cherry Ridge Road, N.37°13'W. 336.97 feet to an iron stake, the West corner of subject tract;

THENCE, N.52°42'E. 367.36 feet and N.03°33'E. 305.54 feet to an iron stake set for the SW corner of a 1.00 acre tract;

THENCE with the South line of said 1.00 acre tract, S.78°30'E. 243.51 feet to an iron stake, the SE corner of said 1.00 acre tract;

THENCE with the East line of said 1.00 acre tract, N.30°48'W. 195.0 feet to an iron stake, its NE corner, and the SE corner of a separate 2.00 acre tract;

THENCE with the East line of said 2.00 acre tract, N.05°31'W. 191.6 feet to an iron stake;

THENCE, N.78°19'E. 147.34 feet to an iron stake, the SW corner of that 100 acre tract which was conveyed from Kerr County Land, Inc. to John F. Jobes, by deed dated July 30, 1973, of record in Volume 166 at Page 464 of the Deed Records of Kerr County, Texas;

THENCE with the South line of said 100 acre tract, N.78°19'E. 2045.0 feet to a fence corner post, the SE corner of said 100 acre tract;

THENCE with the East property fence line, S.11°41'E. 2673.0 feet to an iron stake in the North right of way of said FM Highway No. 2771, the SE corner of subject tract;

THENCE with the North line of said FM Highway No. 2771, along the arc of the circular curve to the left in a Westerly direction, having a central angle of 12°51', a radius of 1960.08 feet, a long chord bears N.89°05'W. 438.75 feet, for a distance along said curve of 439.68 feet to a concrete right of way marker, the end of curve;

THENCE continuing with the North line of said FM Highway No. 2771, S.85°30'W. 1348.21 feet to a concrete right of way marker, the point of curvature of a circular curve to the left;

THENCE with the arc of said circular curve to the left, in a Westerly direction, having a central angle of 26°16', a radius of 1482.69 feet, a long chord of S.72°21'30"W. 673.84 feet, for a distance along said curve of 679.78 feet to the place of beginning.

Surveyed on the ground by and field notes written by Louis Dominguez, Registered Professional Engineer No. 633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and Charles B. Dominguez, Registered Public Surveyor No. 1713.

*Louis Dominguez*

*Charles B. Dominguez*



Acres in  
No. 398,  
us Cameron,  
ct No. 99

R=1960.08  
L=439.68  
T=220.77  
LC=N. 88°05'W.  
438.76

Concrete  
R O W  
Marker

S. 85°30'W. 1348.21  
TEXAS FM  
HIGHWAY NO. 2771

Surveyed on the ground by Louis Domingues, Registered  
Professional Engineer No. 1633, Registered Public Surveyor  
No. 222, a Licensed State Land Surveyor and County Surveyor  
of Kerr County, Texas, and Charles B. Domingues, Registered  
Public Surveyor No. 1713.

*Louis Domingues*  
Louis Domingues  
Registered Public Surveyor No. 222  
P.O. Box 70--809 Wheelless  
Kerrville, Texas 78028  
Telephone (512) 257-6671 or 257-7074  
(day or night)

*Charles B. Domingues*  
Charles B. Domingues  
Registered Public Surveyor No. 1713  
Telephone (512) 896-1888 (night)

Concrete  
R O W  
Marker

A=26°16'  
R=1482.69  
L=679.78  
T=345.97  
LC=S. 72°21'30"W.  
672.84

Survey No. 398  
Survey No. 399  
18°W.  
1.00  
N. 37°18'W. 840.04  
NE line of West Creek Hills

PLAT OF  
146.15 ACRES ADJACENT TO  
WEST CREEK HILLS, SECTION ONE  
KERR COUNTY, TEXAS  
SCALE 1"=200 FEET  
FEBRUARY 18, 1977

WEST CREEK HILLS, SECTION ONE  
(this side)  
Plat dated August 22, 1973  
recorded in Volume 3 at Page 150  
of the Plat Records of Kerr County, Texas

0.05 Acres in  
S.F. 13000  
Survey No. 398

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1.13 Acres in  
Survey No. 1907;  
August Burow,  
Abstract No. 1157

Survey No. 1907

S. 11° 41' E. 2673.00

79.09 Acres in  
Survey No. 398,  
Augustus Cameron,  
Abstract No. 99

146.15 ACRES

100.00 ACRE TRACT

N. 78° 19' E. 2045.00

59.06 Acres in  
Survey No. 1133,  
C.C.S.D. & R.G.N.G.R.R.Co.,  
Abstract No. 508

Survey No. 398  
Survey No. 1133

F.C.

N. 78° 19' E. 147.34

N. 05° 31' W. N. 30° 48' W.  
191.66 195.00

1.5

2.0 ACRE TRACT

1.3

1.0 ACRE TRACT

1.5

N. 78° 30' E.  
243.51

1.5

N. 03° 33' E. 805.54

1.5

N. 52° 42' E. 267.36

6.82 Acres in  
Survey No. 399,  
John Bloom,  
Abstract No. 311

Survey No. 399

$\Delta = 180^{\circ} 00'$   
 $R = 50.00$   
 $L = 141.14$   
 $LC = N. 07^{\circ} 18' W.$   
100.00

50 foot wide right of way  
CHERRY RIDGE ROAD

WEST  
Plat  
reco  
of t



DEVELOPER: SOUTHERN INVESTMENTS  
2210 BANDERA HWY.  
KERRVILLE, TEXAS

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of this subdivision, and ten feet (10') along the outer boundaries of all streets, alleys, boulevards, lanes, and roads where subdivision lines or lots of individual tracts are deeded to the center line of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

*John Bloom* 5/11/95 *Robert and 5/11/95*  
KERRVILLE TELEPHONE CO. BANDERA ELECTRIC COOPERATIVE

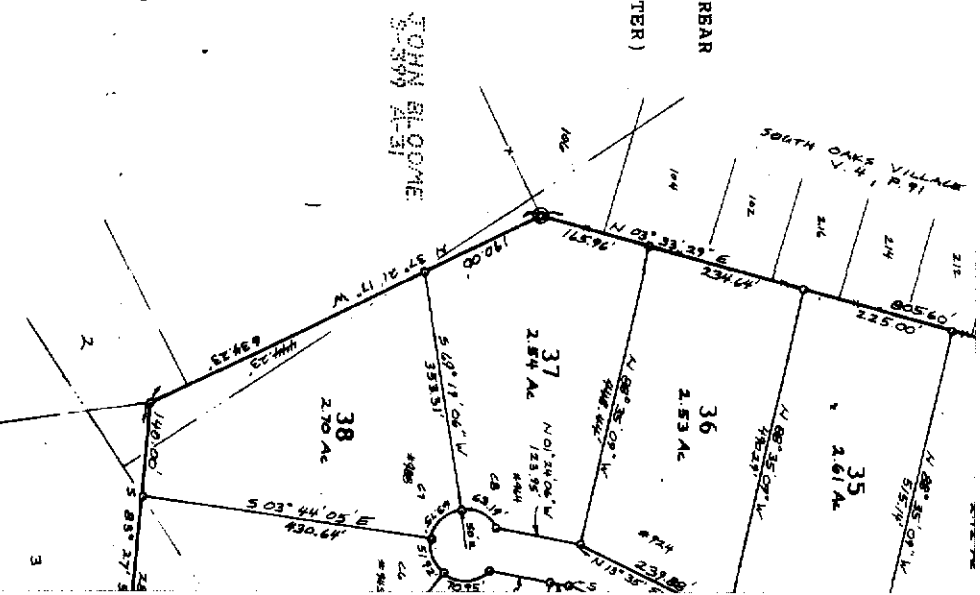
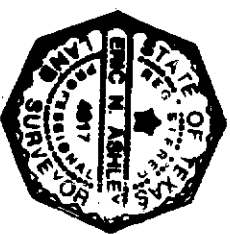
STATE OF TEXAS  
COUNTY OF KERR

The owner of the land shown on this plat, and whose name is

OVERLAP UTILITY LINE  
WIRE FEED  
PERMIT SURVEY LINE  
ROAD CUY/NEIGH. CONTRIBUTION  
CONTIGUOUS INTERVAL: 30 FT.  
(SOURCE: USGS QUAD SHEET)

UTILITY EASEMENTS

10 FT. ALONG THE FRONT, SIDES, AND REAR  
LINES OF ALL LOTS  
20 FT. ALONG THE BOUNDARY (PERIMETER)  
OF THIS SUBDIVISION



STATE OF TEXAS  
COUNTY OF KERR

3961

RESTRICTIONS, COVENANTS AND CONDITIONS  
OF  
ESTATES OF TURTLE CREEK

WHEREAS, SOUTHERN INVESTMENTS, INC., a Texas corporation, hereinafter called "Developer", is the record owner of all of the land shown and described on the certain map designated as Estates at Turtle Creek in Kerr County, Texas, various phases, according to the map or plat filed for record in the Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes:

WHEREAS, these Restrictions, Covenants and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of Estates at Turtle Creek; and

NOW, THEREFORE, Developer does hereby declare the land described on the aforesaid Map and Plat of Estates at Turtle Creek on file with the County Clerk of Kerr County, Texas, to which reference is hereby made for all purposes, is held and shall hereafter be held, sold, occupied and conveyed subject to the following Restrictions, Covenants and Conditions:

1. **Purpose and Extent of Restrictions, Covenants and Conditions.** These Restrictions, Covenants and Conditions are established for the purpose set forth above and for the mutual benefit of the owners of same. These Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the owners and purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided herein.

2. **Definitions.** In construing these Restrictions, Covenants and Conditions, the following words shall have the following meanings:

A. "Developer" shall mean and refer to Southern Investments, Inc., its successors and assigns.

B. "Original Plat" shall mean and refer to the aforesaid Plats filed for record in the Plat Records of Kerr County, Texas, designating the tracts of Estates at Turtle Creek.

C. "ESTATES OF TURTLE CREEK" shall mean and refer to the land hereinabove described and that subdivision of Kerr County, Texas, named ESTATES OF TURTLE CREEK as recorded in the Plat Records of Kerr County, Texas.

D. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a tract or have entered, as an original party, successor or assignee, into a Contract for Deed for a tract with Developer (excluding expressly any lessees thereof); the term "Owner" to exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation.

E. "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 9 of these Restrictions, Covenants and Conditions.

F. "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.

3. **Non-Commercial Use of Tract.**

(a) Each tract shall be used for residential purposes. The term "residential" as used herein shall mean and be construed to exclude hospitals, clinics, duplex houses, boarding houses, hotels, motels, and commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall

be erected, altered, placed or permitted to remain on any tract other than detached single family dwellings, not to exceed two (2) stories in height, together with a private garage (attached or detached) for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the residence on the building site, or by servants employed on the tract.

(b) No building shall be erected, placed, or altered on any tract in Estates at Turtle Creek until the building plans, specifications and plot plan showing the location of each such building have been approved in writing by the Developer or the Architectural Control Committee, as hereinafter provided.

**4. Construction of Buildings and Other Structures.** All buildings and structures on each tract shall be of new constructions and architecturally in harmony with the overall residential scheme of ESTATES OF TURTLE CREEK as determined by the Developer. Not more than one residence shall be constructed on any one Lot and any structure on any Lot shall have not less than sixty percent (60%) masonry construction, unless otherwise approved by the Architectural Control Committee. No unpainted sheet metal or fiberglass structures shall be placed on any of the tracts for the use as an accessory building or otherwise. No tent, house trailer, mobile home, modular home, or temporary structure of any character may be placed, constructed or maintained on any of the tracts.

**5. Size of Buildings and Structures.** In no event shall any residence be erected on any of the tracts having an air conditioned and heated area of less than one thousand five hundred (1,500) square feet, exclusive of porches, garages or other appendages. All garages or carports on any tract shall have a capacity of not less than two (2) standard size automobiles.

**6. Set Back Requirements.** No building or other structure shall be erected on any tract, nearer than seventy-five (75) feet from the front property line and no nearer than fifty (50) feet from the side or rear property lines.

**7. Activities.** No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, if applicable, or any other governmental agency or subdivision having jurisdiction thereof.

**8. The Architectural Control Committee.** There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on a tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of ESTATES AT TURTLE CREEK as established by the Committee, and approve the location of any such structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be comprised of no less than three (3) and no more than five (5) owners all of whom shall be appointed by the Developer until such time as eighty-five percent (85%) of the tracts have been sold. When the title to eighty-five percent (85%) of the tracts is vested in Owners other than the Developer, Developer shall no longer appoint the Committee and the Committee shall then be composed of the Developer and Owners, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment or compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for

damages, claims or causes of action arising out of any service performed pursuant hereto.

The Committee may grant variances to these Restrictions, Covenants and Conditions upon the request of any Owner or any Committee Member and upon the determination by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions, Covenants and Conditions as interpreted by the Committee, provided that any such variance shall not adversely affect or impair the rights and interests of other Owners or tracts within ESTATES OF TURTLE CREEK. The determination and decision by the Committee as to whether a variance should be granted shall be final and binding on all Owners, and neither the Committee nor any of its Members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions, Covenants and Conditions, or any provisions hereof, nor shall it be a variance as to any other property or situation.

9. **Hunting.** Hunting is prohibited on all tracts.

10. **Sanitation and Sewage.** No outside toilets will be permitted on any tract, with the exception of approved outside toilets during the construction of homes, where such toilets are required. No installation of any kind for disposal of sewage shall be allowed on any tract which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, ditches, or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times. See EXHIBIT D Attached hereto, for R.C.E.H.D. Recommendation.

11. **Signs/Satellite Receivers/Motor Homes.** No sign or advertising device may be displayed on any tract except in the event of sale of said tract. There may be one for sale sign on each tract containing no more than five (5) square feet. No satellite receiver exceeding 20" in diameter may be installed on any tract without the prior approval of the Architectural Control Committee, and if maintained thereon the same shall be screened from view in a manner approved by the Architectural Control committee. No motor homes, travel vehicles or recreational vehicles shall be kept on any tract, unless parked in a garage, or otherwise screened from view in a manner approved by the Architectural Control Committee.

12. **Animals.** The raising or keeping of any type of livestock including cattle, horses, sheep, goats, swine or poultry on any tract is prohibited. Only cats and usual household pets are permitted on a tract. All dogs shall be kept under fence or leash at all times. The raising, keeping or selling of animals for commercial purposes on any tract in ESTATES OF TURTLE CREEK is strictly prohibited.

13. **Trash and Garbage; Repair.** No trash, garbage, construction debris, or other refuse may be dumped or disposed of or be allowed to remain upon any tract vacant or otherwise. No building materials of any kind or character shall be placed or stored upon a tract until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive and binding on all parties. Each Owner shall, at his sole cost and expense, maintain and repair his tract and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his tract and such dwelling and improvements as required hereunder, the Committee, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said tract and to repair, maintain, and restore the tract and the improvements, situated thereon; and each Owner (by acceptance of a deed or contract for deed for his tract hereby covenants and agrees to repay to the Committee the cost thereof immediately upon demand. No tract shall be used or maintained

as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any tract except in sanitary containers.

**14. Timber; Oil and Gas.** No timber or tree of any kind may be cut by any Owner on any tract (except for construction, landscaping, or removal of dead trees), without the express consent of the Committee. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. No open fires or burning shall be permitted on any tract at any time without first notifying the Committee and the Kerr County Sheriff's Department, no incinerators or like equipment shall be placed, allowed or maintained upon any tract. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

**15. Obstructions.** No tract, as that term is defined herein may be re-subdivided or replatted by an Owner without the prior written consent of the Committee; each Owner hereby delegating to the Committee the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same. Each Owner shall not alter or change the drainage or seepage on, over or across, nor the grade of, his tract by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each Owner shall not obstruct or in any way prevent other Owners from exercising their rights of ingress and egress as herein set forth.

**16. Covenants Running With The Land.** These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in ESTATES AT TURTLE CREEK or any additional property, whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any tract or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all these Restrictions, Covenants and Conditions. These Restrictions, Covenants and Conditions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term for successive periods of ten (10) years each unless fifty-one percent (51%) of the Owners shall in writing (and duly recorded in the Deed Records of Kerr County, Texas) elect to terminate the same prior to the expiration of such term. Fifty-one percent (51%) of the Owners may amend or change these Restrictions, Covenants and Conditions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor or supplemental instrument bearing the signatures of the requisite number of Owners and the recording of same in the Deed Records of Kerr County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all Owners. Failure to furnish said copy shall not affect the validity of such change or amendment. Anything herein to the contrary notwithstanding. Developer reserves the right to amend all or any part of these Restrictions, Covenants and Conditions to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to any approval by any such agency, or by any federally or state chartered lending institution as a condition precedent to lending funds upon the security of any tract thereof. Any such amendment shall be effected by the recordation, by Developer, of a Certificate of Amendment signed by a duly authorized agent of Developer, with his signature acknowledged, specifying the Federal, state or local governmental agency or the federally or state chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon ESTATES AT TURTLE CREEK and all persons having an interest therein; such persons having such interest hereby expressly waiving any notice thereof or right to consent thereto.

**17. Severability of all Terms and Provisions.** If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the



developer, the Committee or any Owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

**18. Enforcement.** The Developer, the Committee and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in ESTATES OF TURTLE CREEK, shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

**19. Interpretation.** The right is expressly reserved to the Developer and the Committee and their successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed herein.

**20. Abatement and Removal of Violation.** Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, the Committee, or any Owner or their agents in addition to all other remedies, the right to enter upon the tract on which the violation occurs, and to abate and remove the violation at the expense of the Owner in whose tract said violation occurred and the Developer, the Board of Directors of the Committee, or any Owner or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**21. Easements.** Easements for installation, maintenance, repair and removal of utilities, drainage facilities and floodway easements over, under and across ESTATES OF TURTLE CREEK are reserved by Developer for itself, its successors and assigns. Developer shall have the right to grant easements for such purposes over, under, and across ESTATES OF TURTLE CREEK. Full rights of ingress and egress shall be had by Developer and its successors and assigns, at all times over ESTATES OF TURTLE CREEK for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation of installation of such utility.

**22. Headings.** The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

**23. Notices.** Any notice required to be given to any Owner or otherwise shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last know address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

**24. Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions hereof or the Bylaws, shall be determined by the Committee, which determination shall be final and binding upon all Owners, except as otherwise expressly provided herein.

**25. Rule Against Perpetuities.** If any interest purported to be created hereby is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

**26.** No tract shall permit, or be used for, access to or from any road, highway or street, except through the use of and across the main entrance and roads and easement to Tract as shown and specified on the plat of ESTATES OF TURTLE CREEK, and no Owner shall cause or permit any access from or to a tract except across and through the roads as shown and specified on the plat of ESTATES OF TURTLE CREEK (e.g. no access road from a tract outside of ESTATES OF TURTLE CREEK shall be permitted). Access to, from and through ESTATES OF TURTLE

CREEK shall be limited and restricted to only the roads and easements as shown and specified on the plat of ESTATES OF TURTLE CREEK.

Witness my hand this the 22nd day of May, 1995.

*David Lehmann*  
David Lehmann  
President, Southern Investments, Inc.

(Acknowledgement)

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me on 22nd day May, 1995, by David Lehmann, President, Southern Investments, Inc.



*Paula L. Barcelo*  
Notary Public, State of Texas  
Notary's Printed Name: Paula Barcelo  
My Commission Expires: 8/16/96

✓ After Recording Return to:  
Chris Dean  
P.O. Box 923  
Kerrville, TX 78028

FILED FOR RECORD  
at 3:05 o'clock P.M.

MAY 23 1995

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
*Patricia Dye* Deputy

Provisions herein which relate to the use of the described property because of color or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS )  
COUNTY OF KERR )  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

*Real Property*  
799 675

RECORDED

MAY 23 1995

MAY 23 1995



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY



May 11, 1995

*EXHIBIT 7-19*  
**KERR COUNTY**  
**ENVIRONMENTAL HEALTH DEPARTMENT**

10000 San Antonio Hwy  
Kerrville, Texas 78028  
(214) 896-5100

0799-681

Southern Investments, Inc.  
P.O. Box 923  
Kerrville, Texas 78028

Subject: Licensing authority recommendation for on-site sewage facilities

Dear Sirs:

I have reviewed the subject application and the relevant material supplied with it in accordance to the Rules and Regulations of Kerr County, Texas for On-Site Sewage Facilities (Rules)

Alternative facilities will be required due to evidence of shallow soils and shallow groundwater.

Individual soil and site evaluations will be required to determine exact conditions when lots are developed.

**Where an approved recommendation has been made and the subdivision is recorded, a copy of the written recommendation with any conditions stated shall be filed as a deed record for the subdivision lots or stated as a plat note.**

Any person, or his agents or assignees, desiring to create a subdivision, mobile home park, or multiple single-family residences located on a single undivided tract of land, that will utilize on-site sewage facilities in whole or in part, and sell, lease, or rent the lots therein shall inform in writing each prospective purchaser, lessee, or renter:

1. That the subdivision is subject to all of the terms and conditions of these Rules;
2. That a permit to construct shall be required before an on-site sewage facility can be constructed in the subdivision;
3. That a license to operate shall be required for the operation of such a on-site facility;
4. That an application for a subdivision with on-site sewage facilities has been made and approved, including any restrictions placed on any such approval.

Sincerely,

David Linke  
Director

cc: Subdivision file  
cc: Franklin Johnson, P.E.  
cc:st:sub